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Contract Database Metadata Elements

Title: **Massena Memorial Hospital and Building, Clerical, Technician, and Therapist Employees, CSEA, Local 1000, AFSCME, AFL-CIO (2001)**

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Massena Memorial Hospital And
Csea (Bldg/Clercl/Techncn/Therapst)

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AGREEMENT BETWEEN THE
MASSENA MEMORIAL HOSPITAL
AND
CIVIL SERVICE EMPLOYEES ASSOCIATION,
AFSCME LOCAL 1000, AFL-CIO
JANUARY 1, 2001
THROUGH
DECEMBER 31, 2005

RECEIVED

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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PREAMBLE

Pursuant to the provisions of Article XIV of the Civil Service Law of New York, this agreement is made this 1st day of January, 2001, by the Massena Memorial Hospital (hereinafter called the "Employer") and the Civil Service Employees Association (hereinafter called the "CSEA").

ARTICLE ONE

1.1 A. The Massena Memorial Hospital (hereinafter called the "Employer") enters into this agreement with the Civil Service Employees Association, Inc. Local 1000, AFSCME, AFL-CIO, the recognized union as the sole and exclusive representative for collective negotiations with respect to salaries, wages, hours and all other items and conditions of employment for the employees in the bargaining unit as defined in Article 1.1 B.

B. The bargaining unit shall consist of all employees of the Massena Memorial Hospital except the Administrator of the Hospital, Treasurer, Director of Environmental Services, Purchasing Agent, Environmental Service Supervisor, Director of Nurses, Pharmacists, Medical Record Administrator, Staff Development Director, Director of Patient and Family Services, Patient and Family Service Assistant, Medical Records Supervisor, Secretary to the Quality Assurance Director, Data Processing Manager, Director of Medical Affairs, Secretary to the Director of Medical Affairs, Business Office Manager, Nutrition Service Director, Food Service Supervisor, Secretary to the Administrator, Assistant Administrator, Secretary to the Assistant Administrator, Personnel Clerk, Human Resources Director, Chief X-Ray Technologist, Laboratory Supervisor, Chief Physical Therapist, Chief Respiratory Therapist, Quality Assurance Director, Resource Coordinator, all Registered Nurses and other persons now represented by the New York State Nurses Association and in addition thereto excluding all personnel in the business office and Data Processing Department handling payroll and confidential matters.

1.2 A. It is further recognized that employees have the right to join, or not to join the CSEA, but membership shall not be a prerequisite for employment or continuation of employment of any employee.

B. The Employer shall submit to the secretary of the local CSEA unit a monthly statement of changes in personnel within the unit. The statement shall indicate whether an employee resigned, retired or otherwise terminated their employment or was terminated. Furthermore, the statement shall contain the name, address, social security number and date of hire of any newly hired employee.

1.3 A. The Employer has both legal responsibility and sole right to operate and manage Massena Memorial Hospital and except as limited in this agreement, to direct the employees; the right to plan, direct and control activities; to include the scheduling of work, policies, methods and of work to be performed, to maintain the effectiveness of various departments; to determine the number of employees in the department; to create, revise and eliminate positions; to establish and

require observance of reasonable rules and regulations; to hire, assign, recall, discipline and discharge its employees and direct them in their work, and to control all hospital property.

B. The foregoing enumeration of the functions of the Employer shall not be deemed to exclude other functions of the Employer not specifically set forth, the Employer retaining all functions, powers and privileges and rights now in the Employer and which may hereinafter be granted by law and not otherwise specifically nullified by this agreement.

ARTICLE TWO

2.1 A. The CSEA has the right to represent all employees within the bargaining unit on any matter concerning the terms and conditions of employment within the law and the limits of this agreement.

B. The CSEA has the right either as a representative of any employee or as an observer to have at least one, but not more than two, individuals present at any grievance or appeal hearing involving an employee, who is determined to be in the bargaining unit. However, an employee shall have an unqualified right to choose his own representative so long as said representative does not represent a competing organization or to determine that he does not desire representation on a grievance or appeal hearing. A CSEA representative shall be at all hearings.

C. The CSEA has the right to appoint or elect representatives to conduct CSEA business. The CSEA will on a regular basis submit to the employer the names of its officers and stewards. Bargaining committee members will be given time off without loss of pay for negotiations sessions with the employer, if such sessions are conducted during times such employers are scheduled to work. Also, necessary investigations of alleged grievances may be conducted by the CSEA officer or steward responsible for such matter during work hours so long as such investigation does not interfere with the hospital's operational requirements. CSEA may schedule with ten days notice to the hospital administrator, a general meeting (quarterly) for one half (1/2) hour, one member from each shift and every department may attend.

D. The employer agrees that employees who feel they are entitled to an upgrading or a reallocation shall prepare a "Request for Change of Grade Allocation Form". The employee shall submit one (1) copy to his Department Head and one (1) copy to the CSEA Labor-Management Committee. The CSEA and the Employer agree that all requests for changes in Grade Allocations shall be discussed as presented by the employees or the Employer. Grade Allocation may not be the subject of the arbitration procedure as set forth in the contract.

E. There shall be only one official personnel history folder maintained for an employee. An employee shall have the opportunity to review his/her personnel history folder in the presence of an appropriate official of the hospital and Union representative within three working days notice; provided, however where the employee's personnel history folder is kept in a location other than the employee's place of work, five working days notice shall be required.

During any review of his/her personnel history folder, an employee may examine the entire content of such folder; provided, however, he/she may not review letters of recommendation obtained in connection with his/her initial employment. An employee shall have the opportunity to place in his/her personnel history folder a written response of reasonable length to anything contained there in which is available for his/her review under the terms of this Article and which he/she deems to be adverse. Such written response shall be attached to the document to which it pertains.

F. The Employer will provide the CSEA with a suitably located bulletin board with space on which to post official CSEA notices. The space will be clearly identified as CSEA's space. The signature (or facsimile signature) of a duly authorized CSEA representative will be affixed to every CSEA notice posted on this space. CSEA may also post such other matter as the Hospital Administrator may expressly and specifically approve, and CSEA will attach to any such matter appropriate identification of the person posting it.

G. In November the employer shall provide a list of employee's in the bargaining unit names, seniority date(s), and departments to the secretary of the local unit and a list of employees in positions subject to Section 6.1.

H. The CSEA shall be allowed to use a room in the Hospital to hold meetings as long as the purpose of the meeting and use of the building conform to the Employer's policies and employees are not released during working hours to attend such meeting except as noted in Section 2.1(C).

I. CSEA Representative shall, on an exclusive basis, have access to employees during working hours for the purpose of handling alleged grievances, as well as matters pertaining to CSEA business providing such access does not interfere in employees work or hospital business.

J. The Employer agrees to make an effort to have paychecks of second (2nd) and third (3rd) shift employees available to them prior to such employees leaving work on the morning paychecks are issued to other employees of the unit.

K. The Employer shall deduct from the wages of employees and remit to the Civil Service Employees Association, 143 Washington Avenue, Albany, New York 12224 or its designated agent regular membership dues and other authorized deductions for those employees who have signed the appropriate payroll deduction authorization cards permitting such deductions. (The Employer agrees to deduct and remit such monies exclusively for the Civil Service Employees Association, Inc., as the exclusive recognized bargaining agent for all employees in the unit.)

L. It is understood that the CSEA will save the Employer harmless against any claims of liability which may arise out of or by reason of action taken by the Employer in compliance with deduction cards or certified lists of the CSEA.

2.2 A. The Employer will, for each employee who does not authorize Employer to deduct Association dues under Section K, deduct from the wages due such employee in any month an agency shop fee equal to the regular dues fixed by the CSEA for such month. Employer will, not later than the tenth (10th) day of the following month, remit agency shop fees deducted for the preceding month to CSEA. Each such agency shop fee deduction will continue in force and effect until revoked by (a) an employee's written and signed direction to deduct CSEA dues from the employee's wages, or (b) termination of such employee's employment.

B. The Employer agrees to provide for payroll deductions for U.S. Savings Bonds and CSEA sponsored home and auto insurance.

C. The current direct deposit program will be made available to unit members pursuant to the same terms and conditions as it is available to other employees.

2.3 Members of the bargaining unit who are elected or appointed officers of the Civil Service Employees Association, Inc., shall have the right to leave, without charge to accumulated credits, for the conduct of union business as follows:

An employee who is delegate to the CSEA Annual Convention shall be granted three (3) days leave per year, without charge to accumulated credits, to attend the CSEA Annual Convention.

ARTICLE THREE

3.1 A. The Employer and the CSEA shall establish a joint Labor-Management Committee for the purpose of providing communication, discussion and resolution of problems between the Employer and the employees within the bargaining unit.

B. The Committee shall consist of three (3) members appointed by the Administrator of the Hospital and three (3) members appointed by the President of the local unit of CSEA.

C. Committee meetings will be at least every other month. Meetings may be waived or additional meetings scheduled by mutual consent of the parties. The time, date, and place of the meetings will be established by mutual agreement. The meetings shall not exceed two hours in duration. Both the union and the employer will present an agenda one week in advance of the meeting.

D. Both employer and the CSEA shall share responsibilities in taking minutes during Labor-Management meetings. After such minutes are mutually agreed to and signed off by both parties, they will be posted and made available to all CSEA employees.

E. The Employer and CSEA agree to work together to develop and coordinate continuing education opportunities for the unit members. This will include, but not be limited to, providing

certificates for unit members for internal continuing education programs, and the development of additional continuing education courses and opportunities for unit members both for professional development and licensure.

F. CSEA will have one (1) bargaining unit member on the Hospital Safety Committee. Said member will have the same right and responsibilities as all other safety committee members, including receipt of minutes, all other information provided to the Committee, and any reports or work product created by the Committee.

ARTICLE FOUR

- 4.1 Except as otherwise provided, every permanent appointment from an open, competitive list, and every original appointment to a position in the non-competitive, exempt, labor class, shall be for a probationary term of not less than nor more than six (6) months. Such six (6) months may be extended in cases where the employee had three (3) or more consecutive days of absence.
- 4.2 An appointment shall become permanent upon the completion of the minimum of probation, unless a probationer, prior to the completion of such service, is given written notice that the probationary term will be continued. A copy of such notice shall be sent to the St. Lawrence County Personnel Office. If the probationary term is so continued, the appointment shall become permanent upon the retention of the probationer after his completion of the maximum period of service or upon earlier notice to the probationer at any time after the completion of the minimum period of service or upon earlier notice to the probationer at any time after the completion of the minimum period of service that his probationary term is successfully completed. If the conduct or performance of the probationer is not satisfactory, his employment may be terminated anytime after the completion of the minimum of service in, on, or completion of, the maximum period of service.
- 4.3 CSEA shall have no right to contest a termination made within the probationary period. Employees who have completed the probationary period shall be credited with seniority from the beginning of employment. When an employee is promoted or transfers into a new job title the employee shall serve a probationary period for that job; however, if the employee does not achieve a permanent appointment in the new job title he may return to his former position.
- 4.4 If any probationary employee works a holiday during the probationary period, these days worked shall be credited to the number of holidays worked during the year. This employee shall also be credited with any accumulated sick time or vacation time.

ARTICLE FIVE

- 5.1 A. Seniority shall be determined by the length of continuous service since last date of hire, less time lost as provided in 5.6(E)(3).

B. When employees are appointed by Department Heads to temporary positions of supervision within bargaining unit which last for ten (10) days or more, priority will be given to member of the department involved based on the length of seniority and suitable qualifications.

5.2 A regular employee is an employee covered by this agreement who has completed the probationary period and who is employed on a regular basis to work eighty (80) hours in a pay period. A regular employee will be eligible for all benefits under the agreement.

5.3 A part-time employee is an employee covered by this agreement who has completed the probationary period and who is employed on a regular basis to work at least four (4) eight (8) hour days or thirty-two (32) hours per pay period including a fair share of weekends and holidays. Full-time employees should be expected to work 26 weekends per year in departments which work on weekends, unless such complement is not needed. In such cases an employee shall be expected to work a fair share of such weekend duties. Fair share shall mean an equal distribution of the work time responsibility among employees within that department for weekend work. If an employee is absent for any reason on three (3) occasions per contract year when they are scheduled for weekend duty the employee must begin to make-up such weekend work starting with the third (3rd) occasion of absences for such scheduled weekend. A part-time employee regularly scheduled will be eligible for pro-rated benefits under this agreement.

5.4 A per-diem employee shall be defined as any employee who works less than those hours of a part-time employee. Such per-diem employees shall not be entitled to any benefits, except required coverage under Federal and State Laws. If such per-diem employee works more than eighty (80) hours per month, then the employee must work one (1) weekend that month or the next month.

5.5 A. Temporary employees to encumbered positions shall not be limited as to length of appointment.

B. Temporary employees to unencumbered positions who exceed six (6) months shall become permanent and entitled to all benefits retroactive to date of hire.

C. Temporary employees are not entitled to any benefits except those required by law.

D. Temporary vacancies to competitive positions must be posted if the position becomes permanent.

5.6 A regular and part-time employee will acquire seniority after completing the probationary period, and such seniority will then date from the beginning of employment.

A. A regular employee will acquire full-time seniority for all the time worked in accordance with the provisions stated herein.

B. A part-time employee will acquire part-time seniority for all time worked in accordance with the provisions stated herein.

C. A per-diem employee shall receive no seniority credit or any benefits except those required by the New York State or Federal Statute.

D. Continuous service shall be interrupted for the following reasons:

1. When an employee quits on his own volition.
2. When an employee is dismissed or discharged for cause.
3. When an employee overstates his leave of absence or vacation, without first notifying their department head and securing permission for the extension, unless such notification proves impractical.

E. Seniority shall be adjusted by deduction of time lost due to:

1. Leave of absence.
2. Layoffs.
3. Illness or injury in excess of two (2) months except compensation leave (if the employee has less than two (2) years of full-time service) and an adjustment after six (6) months in all other cases.

F. When a regular employee goes on leave of absence for three (3) months or more, the part-time employee replacing the person on leave of absence on a full-time basis shall be granted all benefits of a regular employee during the period of replacement (when serving as a regular employee he or she shall not accrue benefits as a part-time employee). Upon the return of the employee on leave, the individual replacing him shall return to his or her former status as a part-time employee.

G. When an employee expires, any wages earned, including holidays worked and accrued but unused vacation time, will be distributed according to guidelines established by New York State Law.

H. If an employee resigns and returns to work within one (1) year from his resignation date, he will maintain his seniority rights and benefits accrued before his resignation.

5.7 The CSEA President will be advised of all newly hired employees in the bargaining unit within ten (10) working days of the employee's hiring date. If the Union objects to such appointment, the Union shall file a grievance at Step 2 within ten (10) working days of notice of appointment.

ARTICLE SIX

- 6.1 A. The normal work day for full-time and part-time employees will be eight (8) consecutive hours which will include a thirty (30) minute meal period, a fifteen (15) minute rest period in the first four (4) hours of the shift. However, the employer retains the right to schedule employees for shifts of less than 8 hours and for shifts of up to 12 hours. Provided that no employee whose last date of hire was on or before June 30, 1984, shall be required to work shifts of other than 8 hours unless said employee was doing so prior to June 30, 1984. The employer agrees that it will not create more than fourteen (14) bargaining unit positions that involve shifts of less than 8 hours, but not less than four (4) hours, (not including dietary department) without mutual agreement with CSEA.
- B. The employer agrees that it will not create more than ten (10) bargaining unit positions in the dietary department that involve shifts of less than eight (8) hours, but not less than three (3) hours, without mutual agreement with CSEA. The reduction of hours in the dietary department shall not result in less than four (4) full time employees in the department.
- 6.2 A. If an employee; regular, part-time and per-diem, is called to work, they shall be paid a minimum of three (3) hours. When an employee is called to work one hour or less before the beginning of the shift and identifies that he/she cannot report at the normal starting time of the shift and then such employee works six (6) or more hours during the shift, the employee will be paid for eight (8) hours. This clause shall not apply to employees as designated in Sections 7.3 and 7.4.
- B. After full-time employees have been scheduled their 80 hours per pay period and part-time employees have been scheduled at least 32 hours per pay period, any additional work time available will be offered first to part-timers who are not scheduled for 80 hours per pay period and then to per diem employees up to 80 hours per pay period. Seniority then shall prevail for overtime.
- 6.3 In assigning weekend duty, hospital administration will provide an employee with at least every other weekend off duty. In no case will an employee be scheduled to work longer than seven (7) consecutive days.
- 6.4 A. Supervisor will post work schedules at least (14) fourteen days in advance of the beginning of the work period on all department bulletin boards. When changes are necessary in the schedule, the employee will be notified as soon as possible in advance of such change and a mutual agreement will be made.
- B. All employees may change their scheduled work days by making arrangements with another qualified employee to work in his/her place with at least 48 hours notice to the department head, which will not result in overtime paid by the employer.

- 6.5 The employer retains the right to assign employees; however, when a shift of assignments occurs, the least senior qualified full-time or part-time employee gets the involuntary shift of assignment.
- 6.6 Job classification seniority shall determine shift preference, in cases of any dispute over work scheduling.
- 6.7 Employees work time will be monitored and recorded by any method selected by the Employer. The Employer retains the right to modify these procedures and methods at its discretion. Any employee who signs in or out for any other employee or is found to have falsified his/her time card(s) or time sheet(s) shall be automatically terminated and forfeits all of his/her rights to pay for unused accruals or other benefits.

ARTICLE SEVEN

- 7.1 A. Time and one-half shall be paid for time worked in excess of eight (8) hours per day, unless the employee is regularly scheduled to work more than eight hours per day (in such case the employee shall be paid at the overtime rate for time worked in excess of his regular daily work schedule) or time worked in excess of eighty (80) hours biweekly in any payroll period. All approved paid leave shall be counted as time worked in computation of overtime. Approved leave shall be defined as vacation, sick, bereavement and holidays. Effective 7/1/94 delete sick leave as time worked in the computation of overtime.
- B. A rotating roster will be maintained for voluntary overtime in order of decreasing seniority. Once employees worked or have been offered voluntary overtime, their names will be moved to the bottom of the list.
- C. A rotating roster will be maintained for mandatory overtime which will be mandated in reverse order of seniority. Once employees have worked mandated overtime, their names will be moved to the bottom of the list.
- D. Accrual and use of Compensatory Time

If an employee chooses to receive compensatory time, the following rules shall apply:

1. Compensatory Time must be used between January 1 and December 31 of the year in which it was earned.
2. Compensatory Time earned but not scheduled or used by the last pay period of the year shall be paid out in cash by the last pay period of the year.
3. An employee may earn compensatory time to a limit of forty hours (40). No additional compensatory time can accumulate until the balance is below forty hours.

4. Requests to use compensatory time shall be put in writing prior to the posting of the work schedule whenever possible. Requests to use compensatory time shall be granted subject to the operating requirements of the Hospital.
5. Vacation requests shall take precedence over requests for compensatory time.

7.2 A. Time worked on a day subject to holiday premium under this agreement shall be considered to be hours in excess of eighty (80) hours in the payroll period within the meaning of this article. The payroll week shall be from Sunday through Saturday.

B. When an employee works on one of the holidays included in Article 8, he or she shall be paid their salary rate for the hours worked in addition to pay for the holiday. An employee working Christmas or New Year's will be paid one and one-half (1-1/2) plus an alternative day off, or two and one-half (2-1/2) times the regular salary.

C. Low Need Census Scheduling:

When patient needs and acuity results in temporary lack of work, employees may volunteer to be assigned low work days off. Full-time or part-time employees may have the option to use accrued vacation time or time off without pay.

If there are insufficient qualified volunteers the following procedure will be utilized:

- a. No per diem employee will be utilized when a part-time employee is required to take a low need day.
- b. Part-time employees will not be reduced below 32 hours per pay period and only 10 low work days per year due to low need may be assigned.
- c. Part-time employee assigned a low work day have the option to use accrued vacation or time off without pay.
- d. The employer will notify employees affected by Low Need Census Scheduling at least one hour in advance. If an employee is not given a one hour notice the employee will be compensated for the hour.
- e. Full-time employee hours will not be reduced, but may be reassigned to work other areas during low need work days. Reassignment will be based on reverse seniority, i.e. the least senior employee will be reassigned first.

7.3 On Call - Operating Room

When an Operating Room LPN is called to work, he/she will be compensated at the rate of

one and one-half (1-1/2) times their regular compensation rate for hours worked (guarantee first hour -- then on a one-half hour basis thereafter). This rate of compensation shall continue to apply on a per patient/case basis as it has been applied in the past (i.e., if an O.R. LPN is called in for one emergency, and another emergency occurs while the LPN is still at the Hospital, the nurse shall receive one and one-half (1-1/2) times his/her regular compensation rate, guaranteed first (1st) hour, then on a one-half (1/2) hour basis thereafter, for the second (2nd) case.)

7.4 On-Call - Laboratory

Three full-time positions will be created to cover the off shifts; two full-time evening-shift positions and one full-time night shift position. The guidelines to be followed by the creation of these positions are as follows:

A. Evening shift will be scheduled as per past practice, including working a fair share of scheduled weekends. Night shift will be scheduled on a Sunday-through-Thursday basis. The reasons for this special midnight schedule are to make a more attractive position and to make it easier to staff for scheduled days off.

B. Uncovered shifts (including, but not limited to, days off, sick days, and vacation) will be covered by rotation.

C. If a vacancy should occur on one of the off shifts, this vacancy will be covered by rotation, until such position is filled.

D. Selection of employees to fill the permanent evening and night positions - MT vs. MLT - will be based upon Laboratory Director's perception of the need to use MT's on days.

E. The senior person working the evening shift will get "in-charge" pay, i.e., if evening shift is staffed with an MT and MLT, then MT will get charge pay effective 1/1/95 fortyfive cents (.45) per hour. If the evening shift is staffed with two MLT's the MLT with most seniority will receive charge pay. The Hospital may replace the most senior employee, where there is documentary evidence of poor performance of such supervisory activity by an employee. Copies of such evidence shall be given to the President of the local unit.

Laboratory administration will reserve the right to keep and/or bring employees on day shift for training, probation, evaluation and discipline.

7.5 On Call - Other Departments

A. An employee who is assigned to be on call during his/her off duty time will be compensated at the rate of \$1.90 per hour, to be increased on January 1, 2002 to \$2.00 an hour, and to be increased on January 1, 2004, to \$2.10 an hour. Employees will be paid time and one-half for all hours worked.

An employee who is assigned to be on call during his/her off duty time on Thanksgiving, Christmas, or New Years shall be compensated at the rate of \$2.40 an hour, to be increased on January 1, 2004 to \$2.50 an hour.

B. On Call Minimums - No change in the average minimum policy shall apply to the Laboratory employees, otherwise, a one hour minimum shall apply for all employees on the first and second shift during a call period (eight hours).

C. On Call will be voluntary if enough staff is available. Procedure for call-ins may differ from department to department.

D. The hospital will try to provide an on-call room for employees during evening and night call. The availability of an on-call room is dependent on the census and other operating demands of the Hospital.

7.6 Employees working in the evening shift shall be paid a shift premium of forty-five cents (.45) per hour, to be increased on January 1, 2002 to fifty cents (\$.50) per hour, and increased on January 1, 2005, to fifty-five cents (\$.55) per hour.

Employees working the night shift shall be paid a shift premium of fifty cents (.50) per hour, to be increased on January 1, 2002, to fifty-five cents (\$.55), and increased on January 1, 2005, to sixty cents (\$.60) per hour.

Employees who are regularly scheduled to work the majority of their shift between the hours of 3:00 p.m. and 7:00 a.m. shall be paid the appropriate differential from 3:00 p.m. to 7:00 a.m.

7.7 An employee who is appointed to replace a department head on a temporary basis shall receive forty-five cents (.45) per hour over and above his/her base hourly rate.

7.8 The employee who is in charge of the housekeeping department during weekends (not to exceed 16 hours per weekend) shall receive forty-five cents (.45) per hour over and above his/her base hourly rate.

7.9 A. Longevity Increment:

<u>Upon completion of:</u>	<u>Effective January 1, 2001</u>	<u>Effective January 1, 2003</u>
5 years of continuous employment	\$.45	\$.55
10 years of continuous employment	\$.60	\$.65
15 years of continuous employment	\$.65	\$.70

20 years of continuous employment	\$.70	\$.75
25 years of continuous employment	\$.75	\$.80

B. Part-time employees shall receive benefits pursuant to this paragraph upon the completion of 10,400 hours (fifth year), 20,800 hours (tenth year), 31,200 hours (fifteenth year) and 41,600 hours (twentieth year).

7.10 Subject to the approval of the Hospital Administrator, a regular full-time employee who has completed one year of service shall receive full reimbursement for tuition, up to two (2) courses to a maximum of eight credits per semester, for each successfully completed college course ("C" or better) taken to improve on-the-job performance.

7.11 An employee who works more than every other weekend shall receive an additional twenty-five dollars (\$25) for each eight (8) hours worked on the extra weekend, except that an employee will not be entitled to this differential if:

a) the employee is working consecutive weekends because of an arrangement with another employee to switch weekends, or

b) the employee is working consecutive weekends as a result of a makeup weekend.

ARTICLE EIGHT

8.1 A. Holiday designation:

New Years	Labor Day
President's Day	Columbus Day
Easter Sunday	Thanksgiving Day
Memorial Day	Christmas
Independence Day	Employee's Birthday

Effective the contract year beginning on January 1, 2002, all holidays will begin at the end of the evening shift on the eve of the holiday and run to the end of the evening shift on the holiday itself, with the exception of New Year's Day which will begin at the end of the day shift on the eve of the holiday and will run to the end of the day shift on the holiday as per Article 8.2.

B. Required holiday work shall be based on seniority by shift in each category as follows:

Senior members get 5 holidays off per year including 2 major and 2 minor

Junior members get 4 holidays off per year including 2 major and 1 minor

Vacation taken during a holiday - the holiday will be one of 5 (or 4) holidays off to which one is entitled.

Major Holidays:

Memorial Day
Independence Day

Labor Day
Thanksgiving Day

Minor Holidays:

President's Day
Easter

Columbus Day

Holiday requests to be off for the following year must be submitted to Department Head by December 10 each year.

- 8.2 In addition to the requirements of 8.1 employees must work either Christmas or New Year's during each calendar year.

Christmas shall begin at 11:30 p.m. on December 24th

New Year's shall begin at 3:30 p.m. on December 31st

- 8.3 Employees shall be granted one (1) work day, eight (8) hours off with pay on their respective birthday. If their birthday coincides with a recognized paid holiday, listed above, or a nonscheduled work day of an employee, the employee and his or her supervisor shall arrive at a mutually satisfactory alternate day.

- 8.4 Every regular full-time employee and part-time employee will be entitled to holiday benefits after two months of employment. Regular part-time employees will be entitled to a pro-rated holiday. Also included as hours worked, will be vacation time and hours worked on holidays.

- 8.5 Employees working in departments which are required to work holidays will be required to work one-half (1/2) of all legal holidays or the appropriate fair share of such holidays depending on employer needs. The least senior employee will be required to work the odd holidays.

- 8.6 If as of June 30, 1984, weekends were not part of a normal work week of a department, employees in such department whose last date of hire was on or before June 30, 1984, will not be required to work weekends as part of the normal work week. However, employees hired after June 30, 1984, to work in such department may be required to work weekends in such departments.

- 8.7 Holiday pay shall be paid only to those employees working their last scheduled work day prior to the holiday and their first scheduled work day thereafter. The employee's department head may waive these requirements for holiday pay with advance authorization, in writing, to the employee; or for illness, accident, death in the family or other untimely circumstances at the department head's discretion.

ARTICLE NINE

- 9.1 Vacation will be granted to all eligible employees after completion of three months of employment as indicated in the following schedule and such employee shall receive a regular vacation corresponding to such years of service as shown in the following schedule. On the next succeeding January 1 and each January 1 thereafter, employees shall receive a regular vacation corresponding to their year of service as shown in the following schedule.

- 9.2 A. An employee shall be considered to have two (2) years of service on the next succeeding January 1 following his anniversary date of hire; three (3) years of service on the following January 1, etc., and shall receive vacation in accordance with conditions as stated herein and above. Vacation credit shall be prorated for the first (1st) year only, with recourse to the Grievance Procedure.

CONTINUOUS SERVICE

REGULAR EMPLOYEES

1 year	11 work days
2 years	12 work days
3 years	13 work days
4 to 10 years	18 work days
10 to 15 years	25 work days
Over 20 years	28 work days
Over 25 years	29 work days
Over 30 years	30 work days

PART-TIME EMPLOYEES - Prorated benefits

- B. Employees whose last date of hire was on or after July 1, 1990 shall be entitled to vacation as follows:

CONTINUOUS SERVICE

REGULAR EMPLOYEES

1 year	10 work days
2 years	11 work days
3 years	12 work days
4 years	13 work days

5 years	14 work days
6 years	15 work days
7 years	16 work days
8 years	17 work days
9 years	18 work days
10 years	19 work days
11 years	20 work days
12 years	21 work days
13 years	22 work days
14 years	23 work days
15 years	24 work days
16 years	25 work days

Part-time employees whose last date of hire was on or after July 1, 1984 shall receive prorated benefits.

9.3 Vacation pay shall be based on the employee's current salary at the time of his vacation.

9.4 Vacation Period:

Hospital authorities shall schedule vacation periods in accordance with the needs of the hospital and the seniority of the employees covered under this agreement. Before December 1 of each year each employee shall request his or her vacation period preference indicating his or her first, second and third choice. The Employer shall then notify each employee no later than January 15th of his or her vacation period and shall transmit a list of all employees' vacation periods to the Unit president. Any dispute over the assigning of vacation periods shall be handled under the Labor-Management Committee. Vacations shall be assigned solely on the basis of seniority of the employee with the most senior employees receiving their first preference. Any employee who does not select his or her vacation period shall be scheduled by Management. Employees may use five (5) vacation days in one (1) day units or ½ day units for the purpose of personal business. Employees must give the Hospital at least 48 hours prior notice. The 48 hour notice may be waived by the employer for emergencies, such waiver shall be in the sole discretion of the employer. When an employee gives proper prior notice the department will follow standard call-in procedures to determine whether part-time or per diem employees are available to replace the employee who requests such personal leave. If a replacement is available the personal leave will be granted.

9.5 A. Vacation may be taken any time during the calendar year. An employee who calls in sick the day before a scheduled vacation or on the first scheduled work day after a scheduled vacation ends will be required to present a doctor's note.

B. Employees will not be entitled to forego their vacation and receive vacation pay in lieu of vacation time off unless he or she is specifically requested to do so by the Employer.

9.6 An employee, with the approval of Department Head, may accumulate one (1) week vacation to be taken in the following year.

9.7 A. An employee who quits or is discharged, forfeits any vacation rights to which he is entitled, except if employee gives twenty-one (21) calendar days written notice of his intent to resign except in emergency situations. If such notice is given, the employee shall be paid for all vacation to which he is properly entitled in addition to any holidays worked or overtime pay earned.

B. An employee who terminated his/her employment with the Hospital shall be entitled to compensation for unused vacation as of the previous January 1, plus an adjustment for the last year of service. The adjustment shall be the difference between previous January 1 and date of termination.

9.8 Employees may sell up to five (5) vacation days to the Hospital provided the employee provides written notice to the Hospital on or before February 1st of any year.

ARTICLE TEN

10.1 Starting with the completion of four (4) months of continuous service regular employees will be granted one (1) sick day with pay for each month worked of service cumulative to three hundred twenty (320) days. A month worked shall be considered as that time in which an employee worked more than one half (1/2) of the scheduled work days in such month. Vacation shall be considered as time worked.

10.2 A. A part-time employee shall upon completion of four (4) consecutive months be granted sick leave on a prorated basis:

- 32 hours per pay period - forty percent (40%)
- 40 hours per pay period - fifty percent (50%)
- 48 hours per pay period - sixty percent (60%)
- 56 hours per pay period - seventy percent (70%)
- 64 hours per pay period - eighty percent (80%)
- 72 hours per pay period - ninety percent (90%)
- 80 hours per pay period - one hundred percent (100%)

B. This will accumulate to three hundred twenty (320) days of sick leave.

C. The Employer will pay sick time beginning the first (1st) working day up to the number of days accumulated by the employees.

D. Upon retirement with 20 years or more of service, the hospital agrees to reimburse the employee at fifty percent (50%), for all sick days in excess of one hundred sixty-five (165) to be used to pay health insurance premiums if the employee elects to remain in the Hospital plan. (See 15.6)

E. The Hospital will implement a sick time bank which will facilitate the transfer of sick time between all of the employees of the Hospital. Employees will be allowed to deposit sick time into a bank for use by fellow employees. The hospital will implement the sick time bank as soon as practicable.

10.3 A. Employees must telephone to the respective office (nursing office, business office, etc.) their inability to report on duty because of illness at least one (1) hour before the beginning of the day shift and two (2) hours before the beginning of the evening and night shifts.

B. An employee who is receiving Worker's Compensation Payments will not be eligible for hospital sick time pay. However, as compensation requires a waiting period from date of injury, if injury is not disabling, and the employee is off duty less than seven (7) days, then the Employer sick time payments will be effective.

C. All time for sick leave shall be deducted from employee accruals.

D. Sick leave pay will be at employee's regular salary, including shift differential reimbursement.

E. Up to three (3) days per year may be used from personal sick leave for the purpose of illness in the immediate family (current spouse, parent of employee, dependent children of the employee) which requires the employees direct care. A medical slip may be required at the discretion of the employer if more than one (1) consecutive day is used.

F. With the supervisor's prior approval, an employee may use sick time for the purpose of medical or dental appointments. This sick time may be used in one (1) hour units.

G. An employee who does not use any sick time for the calendar year will receive an additional vacation day the next year or at the employee's option, eight hours of straight time pay. If the vacation day is not scheduled or used in the next calendar year, it will paid out as cash in the last pay period of the year.

ARTICLE ELEVEN

11.1 A leave of absence for maternity purposes and/or personal illness, or personal illness in the immediate family shall be granted to an employee by the Employer for a period of 3 months. Two (2) extensions of three (3) months each may be available at the discretion of department manager. Application for all leaves of absence must be made in writing to the Department Manager.

11.2 There will be no loss of previously acquired seniority or benefits during such leave. However, no additional seniority, except as provided by 5.6(E)(3), and no additional benefits will accrue during such leave. Upon the expiration of a leave of absence without pay, the employee shall

be reinstated to the position which he or she occupied at the time the leave was granted with the restoration of all benefits and credits previously earned and enjoyed.

- 11.3 A leave of absence is void and any opportunity for re-employment at the hospital will be terminated if employment is accepted, by the employee involved, elsewhere.
- 11.4 At the end of three (3) months continuous leave of absence time or extensions thereof in accordance with this article, for personal, pregnancy or sickness leave, or other type leave, the individual on the leave of absence is required to present in writing to their Department Head at the hospital, their intention to return to work to the position vacated by them at the beginning of the leave of absence. Otherwise the position will be filled. An employee on a leave of absence who wishes to return to work, must give the Department Head two (2) weeks notice of their intention to return to work.
- 11.5 A. All vacation credits must be used prior to an unpaid leave. An employee may elect to retain five (5) days of vacation to be used on return from leave.
- B. Vacation time if taken before a leave of absence shall be based on the seniority date of the employee.
- 11.6 An educational leave of absence without pay, not to exceed two (2) years, may be granted a full-time and part-time permanent employee to complete education or instructional studies in a job-related field.
- 11.7 Disability period for maternity purposes shall be that amount of time commencing with the date the employee is no longer able to perform their duties as certified by their doctor and terminating at the date the employee is capable for performing their duties and can return to their position.
- 11.8 Any employee who is on a leave of absence for a portion of the year will have a prorata portion of those benefits accrued; therefore, an employee who has seven (7) years of service and is out of work for six (6) months, will be entitled to nine (9) days of vacation. The final determination to grant or not to grant any leave of absence shall be in sole discretion of the Administrator.

ARTICLE TWELVE

- 12.1 The Employer will notify CSEA before any proposed layoffs take effect. An employee will receive ten (10) calendar days notice before being laid off from his or her job. A CSEA representative will be present when the employee is notified, and the employee will be provided with information concerning bumping rights.
- 12.2 A. Seniority shall be defined as the date of first appointment by Massena Memorial Hospital on a permanent basis followed by continuous service as a permanent

employee to the time of layoff. Regular employment prior to January 1, 1993 with D.C.I. and/or A.R.A. immediately preceding employment with the hospital shall count as service time with Massena Memorial Hospital.

B. Part-time and per diem employees in each classification shall be laid off prior to layoff of full-time employees. Per diem employees shall be laid off prior to regular part-time employees.

C. Layoff of non-competitive and labor class employees shall be by job classification using total hospital seniority. The employee within the effected job classification with the least hospital seniority shall be laid off first. This displaced employee may bump the least displaced senior employee in the last lower classification held by the displaced employee at Massena Memorial Hospital providing the displaced person has more seniority than the least senior person in such lower classification.

D. The laid off employee who displaces into a lower classification shall be placed on the highest step rate of the lower classification or the employee's previous rate whichever is lower.

12.3 Competitive Employees shall be laid off pursuant to Civil Service Law Section 80.

12.4 A. Employees shall be recalled in the inverse order of layoff to all job titles with the last to leave returning first to the classification.

B. Employees being recalled, following an indefinite layoff shall be given seven (7) calendar days from the date of receipt of a recall notice to report to work. Failure to report shall result in termination from the layoff list.

C. A notice of recall after an indefinite layoff will be sent by certified mail with return receipt requested. It is the employees responsibility to advise the Employer of his current address.

D. The layoff list shall remain in effect for a two (2) year period.

E. An employee who accepts a recall to a lower rated job shall be returned to the job classification held prior to layoff when a job opening occurs in that classification provided his seniority warrants such recall.

F. An employee recalled to a job classification which he held prior to layoff shall be placed on step rate achieved at the time of layoff at the current rate of compensation.

ARTICLE THIRTEEN

- 13.1 When, as covered in this agreement, a vacancy occurs in any existing classification of shift, or a new job is created, it shall be posted for a period of ten (10) calendar days prior to being filled. An employee may bid on the job opening. The job will be awarded to the most qualified bidder; where two or more employees are determined to be relatively equally qualified, the employee with the most seniority shall be appointed. The Employer may make a temporary appointment until the procedures outlined above are complied with by the filling of the vacancy on a permanent basis, but no more than forty (40) calendar days.
- 13.2 The Employer agrees that for any new position created, the CSEA will be notified of the title and will be furnished with a job specification for the said position which includes the starting salary.
- 13.3 The Employer agrees that all Civil Service Examinations, both open competitive and promotional, for any position with the bargaining unit or board service will be advertised in advance and notice of such exams posted on bulletin boards designated for use by the CSEA.
- 13.4 The Employer agrees, if as a result of a promotion, there is no increase of salary the employee shall be placed in the new grade on the step next higher than was his former salary.
- 13.5 When an employee is temporarily assigned to a job in a higher salary grade, he or she shall, after five (5) working days be paid a minimum of one step increase on present rate.
- 13.6 The President of the local unit shall receive a copy of all postings within the bargaining unit within five (5) days of such posting.
- 13.7 The employer may upgrade any title ten (10) days after discussions with CSEA representatives at a Labor-Management meeting. The parties may mutually agree to downgrade any title.

ARTICLE FOURTEEN

- 14.1 When death occurs in an employee's immediate family (i.e. employee's parents, spouse, child, brother, sister, grandchildren, grandparents, and parents-in-law or significant other residing in household) an employee, upon request will be excused with pay for up to three (3) consecutive calendar days which includes the day of the funeral (or such fewer days as the employee may be absent). Payment shall be made at the employee's regular rate excluding shift premiums. Upon the employee's request, additional time or application to other relatives may be granted by the Hospital Administrator up to three (3) working days; if granted, such time shall be deducted from accumulated sick leave or personal leave.

ARTICLE FIFTEEN

15.1 A. All employees included under this agreement shall be covered by Sections 75(g), 41(j) and 60 of the New York State Employees Retirement System.

B. All employees will be covered by liability insurance at hospital expense.

C. At the beginning of the month following date of hire, full-time and part-time employees will be eligible to participate in the health insurance plan.

15.2 The Employer shall provide a health insurance plan which includes hospitalization, medical, surgical and major medical benefits for all full-time and regularly scheduled part-time employees.

The Employer retains the right to change insurance plans, coverage, carrier or method of providing coverage at its sole discretion, provided the overall benefit level is equal to or better than the current plan.

The premium of the health plan shall be borne as follows:

1. Individual employee's coverage shall be paid by the Employer.
2. Dependent coverage shall be borne by the employee.

15.3 The Hospital agrees to pay towards the premium of the health insurance a pool of money equivalent to the cost of the individual premium for eligible employees. Employees shall pay one (1) dollar of the individual rate per month on a payroll deduction basis. Employees who elect to choose coverage for dependent shall pay the difference between the individual rate and the dependent rate. This difference shall be reduced to a semi-annual basis calculated by the savings of the \$1.00 per month as noted above and the savings, if any, from individuals dropping out of the plan, due to alternative coverage.

15.4 Prescription Plan shall be instituted as follows:

1. The prescription plan is to apply to employees, spouses, and children of employees under 19 years of age living in the employee's household.
2. Employees must submit a prescription from a physician.
3. Method of payment is cash only.
4. No Medicaid payments or requests will be accepted.
5. The cost of the prescription shall be the Hospital cost, plus 10%.

15.5 The employer agrees to establish a Section 125 Flexible Benefit Plan. participation in the plan will be voluntary.

15.6 A retired employee with twenty (20) or more years of service may, at his/her own expense, obtain health insurance coverage at the employer reduced group rate, if permitted by the appropriate insurance carrier.

ARTICLE SIXTEEN

16.1 Scope:

Except as provided in this agreement, any grievance arising from applications or interpretations of this agreement will be adjusted as follows:

16.2 Informal Discussion:

An employee who has a complaint arising from application or interpretation of this agreement will present the claim promptly to their Department Head. They will discuss and attempt to resolve the complaint.

16.3 Procedure and Time Limits - Step One:

If the complaint is not adjusted by the Department Head and CSEA local representative through informal discussion as per above, or if the complaint involves more than one employee of CSEA, he or they may initiate formal adjustment of the complaint as stated in this paragraph.

A written notice of the complaint shall be given to the Department Head, on a form provided by the Employer, within fifteen (15) days after the occurrence of the facts on which claim is based.

If the claim is of a monetary nature (i.e. wage claim, holiday pay, vacation pay or other benefits) it must be submitted on proper form to the Personnel Manager within thirty (30) days of the occurrence of the facts on which the claim is based.

If the proper notice as stipulated above is not served within time limits specified the complaint is barred. After a proper and timely notice is filed, the Department Head and employee concerned and a CSEA Representative (to be designated by the CSEA) will discuss the complaint. The discussion, unless extended, will be completed within five (5) work days after receipt of the required initiation notice.

16.4 Procedure and Time Limits - Step Two:

If the grievance is not adjusted in the time specified in Step One, the CSEA may appeal it to Step Two by written notice served on the Hospital Administrator on a proper form to be provided by the Employer within ten (10) days after the completion of any proceedings in Step One. The

Hospital Administrator or his designee will then discuss the grievance with the CSEA general representative. This discussion, unless extended by written agreement for specified period will be completed within five (5) work days after receipt of the required notice of appeal to Step Two.

16.5 A. CSEA shall file with the Employer a letter indicating an intent to arbitrate the grievance within 15 working days after the Step Two decision.

B. Within 10 Working days of the sending of the letter of intent noted in Section A, The Union shall then petition the AAA for a list arbitrators to be sent to both parties, or inform the Employer the grievance has been dropped.

C. The scope of arbitration and the jurisdiction of the arbitrator are defined under "Jurisdiction of the Arbitrator".

Grievances may be submitted to arbitrator after the grievance procedure has been exhausted, subject to the following principles and procedures.

16.6 Selecting the Arbitrator:

A committee consisting of representatives of the CSEA and a representative of the employer shall mutually agree on the selection of a wholly disinterested arbitrator from a list submitted to them by the American Arbitration Association.

16.7 Duties of the Arbitrator:

It shall be the duty of the Arbitrator to hear disputes on subjects within his jurisdiction certified to him by the CSEA or by the Employer after the Grievance Procedure of this agreement has been exhausted. Such hearings shall be held in Massena, New York, unless another place be mutually designated by the CSEA and the Employer. The arbitrator will hear case or cases in full with findings of fact, conclusions, recommendations, and shall render a decision which shall be final and binding upon the parties.

16.8 Jurisdiction of the Arbitrator:

A. The arbitrator shall regard the provisions of the agreement as the basic principles and fundamental law governing the relationship of the parties. The arbitrator's function is to interpret the provisions of this agreement and to decide cases of alleged violations of such provisions. The arbitrator shall not supplement, diminish or alter the scope and meaning of this agreement and its appendices as it exists from time to time, or any provisions therein, nor entertain jurisdiction of any subject matter not covered thereby except to the extent necessary to determine his jurisdiction.

B. Whenever the arbitrator determines that the subject of dispute is, or a decision or award thereon would be beyond his jurisdiction or would contravene this section, he shall dispose

of the case by reducing such determination to writing and may then refer this dispute to the parties.

16.9 Costs:

The compensation and expenses of such party's representative or representatives shall be borne by such party. The compensation of the arbitrator shall be borne equally by the parties.

16.10 Rules:

This procedure shall be the exclusive procedure for post probationary disciplinary and discharge matters. It is the intent of this Section to provide the alternative process for handling discipline and discharge matters in lieu of Section 75 of the New York State Civil Service Law.

The arbitrator shall make such rules and regulations for the conduct of his business as do not conflict with these provisions.

Any employee who is not a probationary employee at Massena Memorial Hospital and who is disciplined or discharged by the Employer shall have the right to use the above procedure for the purpose of defending himself or herself against the Employer's action and gaining redress.

ARTICLE SEVENTEEN

If any provision(s) of this agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law.

In the event that any provision of this agreement is or shall at any time be contrary to law, all other provisions of this agreement shall continue in effect.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

It is agreed by and between the parties that any provision of this agreement that is found to be contrary to law either party may reopen negotiations for the purpose of renegotiating that provision(s).

ARTICLE EIGHTEEN

Jury Duty:

An employee summoned for jury duty will be allowed the necessary time off and will be reimbursed the difference between the payment received and regular straight time salary. The

Employer may contest the appearance of more than one (1) employee for each department at any time.

Employees will be paid the difference between their regular straight time hourly rate and the amount received per day from the court for any regular scheduled work day that they actually are required to serve on jury duty. The employee must submit a statement from the Commissioner of Jurors setting forth the number of work days that were actually served on jury duty.

ARTICLE NINETEEN

Business or Employment Interruption:

Neither CSEA nor employee will directly or indirectly cause, engage or participate in any strike, work stoppage, work interference slowdown, picketing or boycott during the life of this agreement. The Employer will not, directly or indirectly cause, engage or participate in any lockout during the life of this agreement.

ARTICLE TWENTY

The hospital shall provide four shirts to the employees in the security and maintenance departments each year. The Hospital shall provide one (1) pair of boots to the employees in the maintenance department each year. The employee shall be responsible for the maintenance of these items. Laboratory employees shall be provided one (1) lab coat per year.

ARTICLE TWENTY-ONE

Prior Agreements:

All rights, privileges or benefits already accorded in all signed CSEA contracts, shall not be rescinded, reduced, changed or impaired, unless they are found to be illegal contrary to Municipal Law, State or Town Law, Civil Service Regulations, or unless changed by mutual agreement of both parties. Management may establish rules and regulations that are not in conflict with this agreement.

ARTICLE TWENTY-TWO

Totality of Agreement:

This agreement incorporates the entire understanding of the parties on all issues and is not open to further negotiations, except as provided in the "Period of Agreement".

ARTICLE TWENTY-THREE

A. Period of Agreement:

Effective 01/01/01 increase base rate 3% or \$.35 an hour, whichever is greater
Effective 01/01/02 increase base rate 3% or \$.35 an hour, whichever is greater
Effective 01/01/03 increase base rate 3% or \$.35 an hour, whichever is greater
Effective 01/01/04 increase base rate 3% or \$.35 an hour, whichever is greater
Effective 01/01/05 increase base rate 3% or \$.35 an hour, whichever is greater

B. Pay schedule for new hires effective 01/01/97 will be revised to read:

Hire Rate

Step 1 after one year of employment

Step 2 after two years of employment

Step 3 after three years of employment

New employees with experience may be placed on the salary schedule at a higher step other than the minimum salary.

Employees hired before 01/01/97 will not be affected by the change in the pay schedule as outlined in B.

This agreement shall be in effect from January 1, 2001 through December 31, 2005. At any time subsequent to July 1, 2001, either party may give written notice of its intention to open negotiations for a new agreement.

MASSENA MEMORIAL HOSPITAL

Charles F. Fand
Hospital Chief Executive Officer

Date November 29, 2000

John P. Mura
President, Board of Managers

Date 11/29/00

MASSENA MEMORIAL HOSPITAL UNIT AND CIVIL SERVICE EMPLOYEES ASSOCIATION LOCAL 1000, AFL-CIO

Edward Bral "Muley"
Collective Bargaining Specialist

Labour Representative
Date 11/2/01

[Signature]
President, Massena Memorial Hospital Unit

Date 1/2/01

MEMORANDUM OF AGREEMENT

BETWEEN

CIVIL SERVICE EMPLOYEES ASSOCIATION

AFSCME LOCAL 1000, AFL-CIO

AND

MASSENA MEMORIAL HOSPITAL

This Memorandum of Agreement adds the following articles in the collective bargaining agreement between the parties dated January 1, 2001 to December 31, 2005. Except as modified here, the collective bargaining agreement remains in full force and effect.

Articles 7.1E , 7.1F, and 7.1G will apply for Nursing Staff only (LPN I, LPN II, Nursing Assistants, and Health Unit Coordinators):

Article 7.1E - "An updated rotating roster will be maintained for voluntary and mandatory overtime for each unit for use to distribute mandatory overtime. Health Unit Coordinators' list will be maintained in the Nursing Office. Employees who volunteer to work a vacant shift or are mandated and actually work four hours or more of the shift will be placed at the bottom of the mandatory overtime list. The department director/supervisor will distribute overtime only after part time and per diem employees have been given a chance to work a full 80 hour pay period."

Article 7.1E - "If a full-time or part time employee is scheduled to work on their own unit but because of low census or by mutual agreement work on another unit, effort will be made to only mandate those employees when there are no other options available to provide patient care."

Article 7.1F - "If an employee with a float position is scheduled to work on another unit, they can be mandated on that unit. Consideration will be given to any overtime worked on all units."

Signed by Employer and Association:

MASSENA MEMORIAL HOSPITAL

CIVIL SERVICE EMPLOYEES ASSOCIATION

By: 

By: 

Title: Chief Executive Officer

Title: CSEA Local Union President

Date: 6/29/01

Date: 6/28/01

2001 CSEA Pay Rates

	Hire	Step 1	Step 2	Step 3
Grade 1	\$8.88	\$9.18	\$9.48	\$9.84
Dietary Attendant				
Diet Attd/Porter				
Housekeeper I				
Grade 2	\$9.03	\$9.33	\$9.72	\$10.08
Cook				
Housekeeper II				
Seamstress				
Grade 3	\$9.22	\$9.48	\$9.82	\$10.33
Clerk				
Building Security Worker/Hskper II				
Laboratory Assistant				
Typist				
Nurse Assistant				
Physical Therapy Aide				
Senior Housekeeper				
Telephone Operator				
Xray Assistant				
Grade 4	\$9.33	\$9.71	\$10.01	\$10.43
Phlebotomist				
Central Sterile Supply Assistant				
Purchasing Clerk				
Receptionist				
Pharmacy Clerk				
Grade 5	\$9.80	\$10.16	\$10.56	\$10.99
Account Clerk				
Billing Clerk				
Ward Clerk				
EKG Technician				
Medical Clerk/Typist				
Medical Transcriptionist				
Stores Clerk				
Pharmacy Tech				
Phlebotomist (ASCP)				
Medical Records Clerk				
Stress Lab Technician				
Print Machine Operator/Supply Clk				
Grade 6	\$10.08	\$10.41	\$10.76	\$11.29
Dietary Tech.				
LPN I				
Sr. Billing Clerk				
Sr. Central Sterile Supply Tech				
Grade 7	\$10.29	\$10.63	\$11.01	\$11.51
Grade 8	\$11.27	\$11.59	\$12.12	\$12.71
Coder/Abstractor				
Building Maintenance Worker I				

2001 CSEA Pay Rates

	Hire	Step 1	Step 2	Step 3
Grade 9	\$11.82	\$12.14	\$12.65	\$13.39
LPN II				
Building Maintenance Worker II				
Utilization Review Coord.				
Resp Therapy Technician (NR)				
Grade 10	\$12.37	\$12.84	\$13.38	\$14.16
Lab Technician (NR)				
Grade 11	\$12.84	\$13.36	\$13.94	\$14.61
CRTT				
Lab. Technician (R)				
Building Maintenance Crewleader				
Grade 12	\$13.17	\$13.72	\$14.37	\$14.99
Radiologic Technologist				
Grade 13	\$14.13	\$14.67	\$15.34	\$15.97
Lab. Tech. (90 hr)				
Mammographer (R)				
RRT				
Ultrasonographer				
Head Building Maint Worker				
Grade 14	\$15.77	\$16.21	\$16.97	\$17.53
Med. Technologist (BA)				
Ultrasonographer (R)				
CT Technologist				
Grade 15	\$16.87	\$17.31	\$18.09	\$18.63
Med. Technologist (BA)(R)				
Cytotechnologist				
Ultrasound (BA)(R)				
CT Technologist (BA)(R)				
Echo/Ultrasound (R)				
Grade 16				
Grade 17				
Grade 18	\$19.83	\$20.40	\$21.39	\$22.01
Physical Therapist				

**Longevity
add**

5 yrs	10 yrs	15 yrs
\$0.45	\$0.60	\$0.65

**Longevity
add**

20 yrs	25 yrs
\$0.70	\$0.75

2002 CSEA Pay Rates

	Hire	Step 1	Step 2	Step 3
Grade 1	\$9.23	\$9.53	\$9.83	\$10.19
Dietary Attendant				
Diet Attd/Porter				
Housekeeper I				
Grade 2	\$9.38	\$9.68	\$10.07	\$10.43
Cook				
Housekeeper II				
Seamstress				
Grade 3	\$9.57	\$9.83	\$10.17	\$10.68
Clerk				
Building Security Worker/Hskper II				
Laboratory Assistant				
Typist				
Nurse Assistant				
Physical Therapy Aide				
Senior Housekeeper				
Telephone Operator				
Xray Assistant				
Grade 4	\$9.68	\$10.06	\$10.36	\$10.78
Phlebotomist				
Central Sterile Supply Assistant				
Purchasing Clerk				
Receptionist				
Pharmacy Clerk				
Grade 5	\$10.15	\$10.51	\$10.91	\$11.34
Account Clerk				
Billing Clerk				
Ward Clerk				
EKG Technician				
Medical Clerk/Typist				
Medical Transcriptionist				
Stores Clerk				
Pharmacy Tech				
Phlebotomist (ASCP)				
Medical Records Clerk				
Stress Lab Technician				
Print Machine Operator/Supply Clk				
Grade 6	\$10.43	\$10.76	\$11.11	\$11.64
Dietary Tech.				
LPN I				
Sr. Billing Clerk				
Sr. Central Sterile Supply Tech				
Grade 7	\$10.64	\$10.98	\$11.36	\$11.86
Grade 8	\$11.62	\$11.94	\$12.48	\$13.09
Coder/Abstractor				
Building Maintenance Worker I				

2002CSEA Pay Rates	Hire	Step 1	Step 2	Step 3
Grade 9	\$12.17	\$12.50	\$13.03	\$13.79
LPN II				
Building Maintenance Worker II				
Utilization Review Coord.				
Resp Therapy Technician (NR)				
Grade 10	\$12.74	\$13.23	\$13.78	\$14.59
Lab Technician (NR)				
Grade 11	\$13.23	\$13.76	\$14.35	\$15.04
CRTT				
Lab. Technician (R)				
Building Maintenance Crewleader				
Grade 12	\$13.57	\$14.13	\$14.80	\$15.44
Radiologic Technologist				
Grade 13	\$14.56	\$15.11	\$15.80	\$16.44
Lab. Tech.(90 hr)				
Mammographer (R)				
RRT				
Ultrasonographer				
Head Building Maint Worker				
Grade 14	\$16.24	\$16.70	\$17.48	\$18.06
Med.Technologist (BA)				
Ultrasonographer (R)				
CT Technologist				
Grade 15	\$17.38	\$17.83	\$18.63	\$19.19
Med. Technologist (BA)(R)				
Cytotechnologist				
Ultrasound (BA)(R)				
CT Technologist (BA)(R)				
Echo/Ultrasound (R)				
Grade 16				
Grade 17				
Grade 18	\$20.42	\$21.02	\$22.03	\$22.67
Physical Therapist				

Longevity	5 yrs	10 yrs	15 yrs
add	\$0.45	\$0.60	\$0.65
Longevity	20 yrs	25 yrs	
add	\$0.70	\$0.75	

2003 CSEA Pay Rate	Hire	Step 1	Step 2	Step 3
Grade 1	\$9.58	\$9.88	\$10.18	\$10.54
Dietary Attendant				
Diet.Attd/Porter				
Housekeeper I				
Grade 2	\$9.73	\$10.03	\$10.42	\$10.78
Cook				
Housekeeper II				
Seamstress				
Grade 3	\$9.92	\$10.18	\$10.52	\$11.03
Clerk				
Building Security Worker/Hskper II				
Laboratory Assistant				
Typist				
Nurse Assistant				
Physical Therapy Aide				
Senior Housekeeper				
Telephone Operator				
Xray Assistant				
Grade 4	\$10.03	\$10.41	\$10.71	\$11.13
Phlebotomist				
Central Sterile Supply Assistant				
Purchasing Clerk				
Receptionist				
Pharmacy Clerk				
Grade 5	\$10.50	\$10.86	\$11.26	\$11.69
Account Clerk				
Billing Clerk				
Ward Clerk				
EKG Technician				
Medical Clerk/Typist				
Medical Transcriptionist				
Stores Clerk				
Pharmacy Tech				
Phlebotomist (ASCP)				
Medical Records Clerk				
Stress Lab Technician				
Print Machine Operator/Supply Clk				
Grade 6	\$10.78	\$11.11	\$11.46	\$11.99
Dietary Tech.				
LPN I				
Sr. Billing Clerk				
Sr. Central Sterile Supply Tech				
Grade 7	\$10.99	\$11.33	\$11.71	\$12.22
Grade 8	\$11.97	\$12.30	\$12.86	\$13.48
Coder/Abstractor				
Building Maintenance Worker I				

2003 CSEA Pay Rates		Hire	Step 1	Step 2	Step 3
Grade 9		\$12.54	\$12.88	\$13.42	\$14.21
LPN II					
Building Maintenance Worker II					
Utilization Review Coord.					
Resp Therapy Technician (NR)					
Grade 10		\$13.12	\$13.63	\$14.19	\$15.02
Lab Technician (NR)					
Grade 11		\$13.63	\$14.17	\$14.78	\$15.49
CRTT					
Lab. Technician (R)					
Building Maintenance Crewleader					
Grade 12		\$13.98	\$14.56	\$15.24	\$15.90
Radiologic Technologist					
Grade 13		\$14.99	\$15.56	\$16.27	\$16.94
Lab. Tech. (90 hr)					
Mammographer (R)					
RRT					
Ultrasoundographer					
Head Building Maint Worker					
Grade 14		\$16.73	\$17.20	\$18.01	\$18.60
Med. Technologist (BA)					
Ultrasonographer (R)					
CT Technologist					
Grade 15		\$17.90	\$18.37	\$19.19	\$19.77
Med. Technologist (BA)(R)					
Cytotechnologist					
Ultrasound (BA)(R)					
CT Technologist (BA)(R)					
Echo/Ultrasound (R)					
Grade 16					
Grade 17					
Grade 18		\$21.03	\$21.65	\$22.70	\$23.35
Physical Therapist					

Longevity	5 yrs	10 yrs	15 yrs
add	\$0.55	\$0.65	\$0.70
Longevity	20 yrs	25 yrs	
add	\$0.75	\$0.80	

2004 CSEA Pay Rate	Hire	Step 1	Step 2	Step 3
Grade 1	\$9.93	\$10.23	\$10.53	\$10.89
Dietary Attendant				
Diet. Attd/Porter				
Housekeeper I				
Grade 2	\$10.08	\$10.38	\$10.77	\$11.13
Cook				
Housekeeper II				
Seamstress				
Grade 3	\$10.27	\$10.53	\$10.87	\$11.38
Clerk				
Building Security Worker/Hskper II				
Laboratory Assistant				
Typist				
Nurse Assistant				
Physical Therapy Aide				
Senior Housekeeper				
Telephone Operator				
Xray Assistant				
Grade 4	\$10.38	\$10.76	\$11.06	\$11.48
Phlebotomist				
Central Sterile Supply Assistant				
Purchasing Clerk				
Receptionist				
Pharmacy Clerk				
Grade 5	\$10.85	\$11.21	\$11.61	\$12.04
Account Clerk				
Billing Clerk				
Ward Clerk				
EKG Technician				
Medical Clerk/Typist				
Medical Transcriptionist				
Stores Clerk				
Pharmacy Tech				
Phlebotomist (ASCP)				
Medical Records Clerk				
Stress Lab Technician				
Print Machine Operator/Supply Clk				
Grade 6	\$11.13	\$11.46	\$11.81	\$12.35
Dietary Tech.				
LPN I				
Sr. Billing Clerk				
Sr. Central Sterile Supply Tech				
Grade 7	\$11.34	\$11.68	\$12.06	\$12.58
Grade 8	\$12.33	\$12.67	\$13.24	\$13.89
Coder/Abstractor				
Building Maintenance Worker I				

2004 CSEA Pay Rates	Hire	Step 1	Step 2	Step 3
Grade 9	\$12.92	\$13.27	\$13.82	\$14.63
LPN II				
Building Maintenance Worker II				
Utilization Review Coord.				
Resp Therapy Technician (NR)				
Grade 10	\$13.52	\$14.04	\$14.62	\$15.48
Lab Technician (NR)				
Grade 11	\$14.04	\$14.60	\$15.23	\$15.96
CRTT				
Lab. Technician (R)				
Building Maintenance Crewleader				
Grade 12	\$14.40	\$14.99	\$15.70	\$16.38
Radiologic Technologist				
Grade 13	\$15.44	\$16.03	\$16.76	\$17.45
Lab. Tech.(90 hr)				
Mammographer (R)				
RRT				
Ultrasoundographer				
Head Building Maint Worker				
Grade 14	\$17.23	\$17.72	\$18.55	\$19.16
Med.Technologist (BA)				
Ultrasonographer (R)				
CT Technologist				
Grade 15	\$18.44	\$18.92	\$19.76	\$20.36
Med. Technologist (BA)(R)				
Cytotechnologist				
Ultrasound (BA)(R)				
CT Technologist (BA)(R)				
Echo/Ultrasound (R)				
Grade 16				
Grade 17				
Grade 18	\$21.67	\$22.30	\$23.38	\$24.05
Physical Therapist				

Longevity	5 yrs	10 yrs	15 yrs
add	\$0.55	\$0.65	\$0.70

Longevity	20 yrs	25 yrs
add	\$0.75	\$0.80

2005 CSEA Pay Rate	Hire	Step 1	Step 2	Step 3
Grade 1	\$10.28	\$10.58	\$10.88	\$11.24
Dietary Attendant				
Diet.Attd/Porter				
Housekeeper I				
Grade 2	\$10.43	\$10.73	\$11.12	\$11.48
Cook				
Housekeeper II				
Seamstress				
Grade 3	\$10.62	\$10.88	\$11.22	\$11.73
Clerk				
Building Security Worker/Hskper II				
Laboratory Assistant				
Typist				
Nurse Assistant				
Physical Therapy Aide				
Senior Housekeeper				
Telephone Operator				
Xray Assistant				
Grade 4	\$10.73	\$11.11	\$11.41	\$11.83
Phlebotomist				
Central Sterile Supply Assistant				
Purchasing Clerk				
Receptionist				
Pharmacy Clerk				
Grade 5	\$11.20	\$11.56	\$11.96	\$12.40
Account Clerk				
Billing Clerk				
Ward Clerk				
EKG Technician				
Medical Clerk/Typist				
Medical Transcriptionist				
Stores Clerk				
Pharmacy Tech				
Phlebotomist (ASCP)				
Medical Records Clerk				
Stress Lab Technician				
Print-Machine Operator/Supply Clk				
Grade 6	\$11.48	\$11.81	\$12.16	\$12.72
Dietary Tech.				
LPN I				
Sr. Billing Clerk				
Sr. Central Sterile Supply Tech				
Grade 7	\$11.69	\$12.03	\$12.42	\$12.96
Grade 8	\$12.70	\$13.05	\$13.64	\$14.31
Coder/Abstractor				
Building Maintenance Worker I				

2005 CSEA Pay Rates

	Hire	Step 1	Step 2	Step 3
Grade 9	\$13.30	\$13.66	\$14.24	\$15.07
LPN-II				
Building Maintenance Worker II				
Utilization Review Coord				
Resp Therapy Technician (NR)				
Grade 10	\$13.92	\$14.46	\$15.06	\$15.94
Lab Technician (NR)				
Grade 11	\$14.46	\$15.04	\$15.68	\$16.44
CRTT				
Lab. Technician (R)				
Building Maintenance Crewleader				
Grade 12	\$14.83	\$15.44	\$16.17	\$16.87
Radiologic Technologist				
Grade 13	\$15.91	\$16.51	\$17.26	\$17.97
Lab. Tech.(90 hr)				
Mammographer (R)				
RRT				
Ultrasonographer				
Head Building Maint Worker				
Grade 14	\$17.75	\$18.25	\$19.10	\$19.73
Med.Technologist (BA)				
Ultrasonographer (R)				
CT Technologist				
Grade 15	\$18.99	\$19.49	\$20.36	\$20.97
Med. Technologist (BA)(R)				
Cytotechnologist				
Ultrasound (BA)(R)				
CT Technologist (BA)(R)				
Echo/Ultrasound (R)				
Grade 16				
Grade 17				
Grade 18	\$22.32	\$22.97	\$24.08	\$24.77
Physical Therapist				

Longevity	5 yrs	10 yrs	15 yrs
add	\$0.55	\$0.65	\$0.70

Longevity	20 yrs	25 yrs
add	\$0.75	\$0.80